

EXHIBIT 2

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Stephen L. Raymond, Esq.
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RE: Alice Kieft v. American Express Company, et al., Civil Action No. 04-10949-NMG

Dear Stephen:

As I indicated in our Initial Disclosures, certain documents which we expect to produce contain confidential information. Enclosed for your review and signature please find a confidentiality agreement for this matter so these documents can be produced. If this is agreeable, please sign where indicated and return the same to my attention. I will then send you a copy of the fully-executed agreement, and forward the documents to you.

Please forward Plaintiff's Initial Disclosures at your earliest convenience.

Thank you.

Very truly yours,



Constance M. McGrane

CMM-sf/5182-031
Enclosure

cc: James F. Kavanaugh, Jr., Esq.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Docket No. 04-10949-NMG

ALICE KIEFT,)
Plaintiff)
)
v.)
)
AMERICAN EXPRESS COMPANY,)
ET AL.,)
Defendants)
)

CONFIDENTIALITY AGREEMENT

The parties, plaintiff Alice Kieft ("Plaintiff") and defendants, American Express Company ("American Express"), American Express Company Long Term Disability Plan ("LTD Plan"), and American Express Company Life Insurance Plan ("Life Insurance Plan"), collectively ("Defendants") hereby agree as follows:

1. Any document or thing produced by Defendants in this case may be designated as "Confidential" by Defendants pursuant to this Agreement provided that Defendants have made a good faith determination that any document or thing is reasonably entitled to such designation.
2. Any document or thing that has been so designated by Defendants may be disclosed only to Plaintiff, Plaintiff's counsel and his staff, or to experts employed or used by Plaintiff's counsel for the purpose of assisting in the preparation and/or trial of this case.
3. Any materials designated by Defendants to be "Confidential" shall be retained by Plaintiff's counsel and shall be used solely for the purpose of assisting Plaintiff's counsel in connection with this case and not for any other litigation or competitive or business purpose, or any other purpose whatsoever.

4. If Plaintiff proposes to include any portion of the document or thing that has been designated as "Confidential," or any reference to the contents of such documents, in any papers filed in court, he shall provide at least seven calendar days notice to the Defendants' counsel, so that Defendants' counsel can discuss mutually-agreeable safeguards with Plaintiff's counsel, or if necessary seek a court order.

5. Upon the final determination or final settlement of this case, unless otherwise agreed to in writing by Defendants, Plaintiff's counsel shall (1) assemble and return all Confidential material (including extracts or summaries) including all copies thereof, to Defendant's counsel or (2) certify under the penalties of perjury that all such copies, extracts and summaries have been destroyed. Notwithstanding the foregoing, Plaintiff's counsel may retain all pleadings, briefs and other documents containing his work product which refer to or incorporate Confidential materials, but will continue to be bound by the terms of this Agreement with respect to any such information.

ALICE KIEFT,
By her attorney,

AMERICAN EXPRESS, ET AL.,
By their attorneys,

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